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Practitioner's Docket No. B-3996NP 621226-5**PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**In re application of: Gopal RAGHAVAN, et al.Application No.: 10 / 666,532 Group No.: not knownFiled: September 19, 2003 Examiner: not knownFor: "SYMMETRIC PLANAR INDUCTOR"

Commissioner for Patents

P.O. Box 1450, Alexandria, VA 22313-1450

**PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE
APPLICATION ON BEHALF OF INVENTOR(S) WHO REFUSE TO SIGN OR
CANNOT BE FOUND (37 C.F.R. § 1.47(b))**NOTE: 37 C.F.R. § 1.47 Filing when an inventor refuses to sign or cannot be reached.
.....

(b) Whenever all of the inventors refuse to execute an application for patent, or cannot be found or reached after diligent effort, a person to whom an inventor has assigned or agreed in writing to assign the invention, or who otherwise shows sufficient proprietary interest in the matter justifying such action, may make application for patent on behalf of and as agent for all the inventors. The oath or declaration in such an application must be accompanied by a petition including proof of the pertinent facts, a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, the fee set forth in § 1.17(h), and the last known address of all of the inventors. An inventor may subsequently join in the application by filing an oath or declaration complying with § 1.63.

(c) The Office will send notice of the filing of the application to all inventors who have not joined in the application at the address(es) provided in the petition under this section, and publish notice of the filing of the application in the Official Gazette. The Office may dispense with this notice provision in a continuation or divisional application, if notice regarding the filing of the prior application was given to the non-signing inventor(s).

CERTIFICATION UNDER 37 C.F.R. §§ 1.6(a) and 1.10*

(When using Express Mail, the Express Mail label number is mandatory;
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

MAILING☒ deposited with the United States Postal Service in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

37 C.F.R. § 1.6(a)

☒ with sufficient postage as first class mail,

37 C.F.R. § 1.10 *

☐ as "Express Mail Post Office to Addressee"

Mailing Label No. _____ (mandatory)

TRANSMISSION☐ facsimile transmitted to the Patent and Trademark Office, (703) _____Date: 2/17/04Signature Avalyne MalonzoAvalyne Malonzo

(type or print name of person certifying)

* Only the date of filing (§ 1.6) will be the date used in a patent term adjustment calculation, although the date on any certificate of mailing or transmission under § 1.6 continues to be taken into account in determining timeliness. See § 1.703(f). Consider "Express Mail Post Office to Addressee" (§ 1.10) or facsimile transmission (§ 1.6(d)) for the reply to be accorded the earliest possible filing date for patent term adjustment calculations.

(Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor(s) Who Refuse to Sign or Cannot Be Reached (37 C.F.R. § 1.47(b)) [1-5.1]—page 1 of 2)

1. The person/party having a proprietary interest in the above identified application, signs below and petitions to make this application on behalf of the non-signing inventor(s):
(1) Gopal RAGHAVAN; (2) Michael G. CASE

Type name of omitted joint inventor

who:

- ☒ refuses to join in the application
☐ cannot be found after diligent effort
2. This petition is accompanied by (i) a showing of sufficient proprietary interest, (ii) proof of the pertinent facts and (iii) the last known address of the non-signing inventor as set forth in the accompanying:

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47).

3. The fee set forth in § 1.17(h) (\$130.00), required by 37 C.F.R. § 1.47(a), is paid as follows:

- ☒ Attached is a ☒ check ☐ money order in the amount of \$130.00
☐ Authorization is hereby made to charge the amount of \$130.00
☐ to Deposit Account No. _____
☐ to Credit card as shown on the attached credit card information authorization form PTO-2038.

WARNING: Credit card information should not be included on this form as it may become public.

- ☐ Charge any additional fees required by this paper or credit any overpayment in the manner authorized above.
☐ A duplicate of this paper is attached.

4. Identification of Person(s) Making this Statement

The person making this statement is:

- ☒ the owner or a person authorized to sign on behalf of the owner on the basis of
☐ an assignment
☐ recorded: Reel _____ Frame _____
☐ unrecorded
☐ copy attached
☐ Statement under 37 C.F.R. § 3.73(b) is enclosed (Form PTO/SB/00)
☐ an agreement
☒ copy attached
☒ other Employment agreements for both
non-signing inventors which are filed
concurrently herewith.
☐ supporting papers attached

Daniel R. Alleneier

Type name of person who sign

Secretary of HRL Laboratories, LLC

Official capacity of person who signs (if applicable)

Signature

Gopal Raghavan

Practitioner's Docket No. B-3996NP 621226-5

PATENT



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Gopal RAGHAVAN, et al.

For: "SYMMETRIC PLANAR INDUCTOR"

the specification of which:

(check and complete (a), (b), or (c))

- (a) ☐ is attached hereto.
- (b) ☒ was filed on September 19, 2003, as Application Serial No. 10,666,532
and was amended on _____ *(if applicable)*.
- (c) ☐ was described and claimed in International Application No. _____,
filed on _____ and as amended on _____ *(if any)*.

**STATEMENT OF FACTS IN SUPPORT OF FILING
ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47)**

NOTE: *This statement as to the pertinent facts concerning the refusal of the nonsigning inventor to join in the application or where the omitted inventor cannot be found or reached must accompany the declaration signed on behalf of the omitted inventor by a joint inventor or by a legal representative who shows a proprietary interest. Where the entity with a proprietary interest executes the declaration on behalf of the omitted inventor there must also be a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage. 37 C.F.R. §§ 1.47(a) and (b).*

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

(check next item, if applicable)

- ☒ Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

NOTE: *The statement "must be signed, where at all possible, by a person having first-hand knowledge of the facts recited therein." M.P.E.P. § 409.03(d), 7th ed. If different persons have first-hand knowledge of different facts, then a declaration from each such person as to those facts he or she knows should be submitted separately.*

NOTE: *Copies of documentary evidence, such as certified mail return receipt, cover letter of instructions, telegrams, etc., that support a finding that the nonsigning inventor could not be reached should be made part of the affidavit or declaration. It is important that the affidavit or declaration contain statements of fact as opposed to conclusions. M.P.E.P. § 409.03(d), 7th ed.*

IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS

Avelyne Malonzo

Name

C/O LADAS & PARRY 5670 Wilshire Blvd., Suite 2100

Address

Los Angeles, California 90036

**EFFORTS DURING CONVENTION YEAR TO PREPARE APPLICATION AND
OBTAIN INVENTOR'S SIGNATURE**

NOTE: *In cases where priority under 35 U.S.C. § 119 is to be claimed, the 37 C.F.R. § 1.47 applicant should explain what efforts, if any, were made during the Convention year to prepare the application and obtain the inventor's signature thereon. The period allowed by the Convention year should "be sufficient for the preparation and deposit of an application . . . in the form required by the rules." . . . Accordingly, 37 C.F.R. § 1.47 may not be used "to save the parties from the consequences of their delay." M.P.E.P. § 409.03(d), 7th ed.*

(use Supplemental Page(s), if necessary)

LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR

NOTE: MPEP, § 409.03(e), 8th Edition:

"An application filed pursuant to 37 CFR 1.47 must state the last known address of the nonsigning inventor."

"That address should be the last known address at which the inventor customarily receives mail. See MPEP § 605.03. Ordinarily, the last known address will be the last known residence of the nonsigning inventor."

"Inasmuch as a nonsigning inventor is notified that an application pursuant to 37 CFR 1.47 has been filed on his or her behalf, other addresses at which the nonsigning inventor may be reached should also be given."

Full name of nonsigning inventor

Gopal Raghavan

Last known address of nonsigning inventor

517 Oakbury Court, Thousand Oaks, California 91360

NOTE: Ordinarily, the last known address will be the last known residence of the nonsigning inventor, but other addresses at which the nonsigning inventor may be reached should also be given in the space below. M.P.E.P. § 409.03(e), 6th ed.

DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR

NOTE: Complete either these facts or the facts as to REFUSAL OF NONSIGNING INVENTOR TO SIGN APPLICATION PAPERS or both, in applicable circumstances.

NOTE: "The statement of facts must be signed, where at all possible, by a person having firsthand knowledge of the facts recited therein. Statements based on hearsay will not normally be accepted. Copies of documentary evidence such as internet searches, certified mail return receipts, cover letters of instructions, telegrams, that support a finding that the nonsigning inventor could not be found or reached should be made part of the statement. The steps taken to locate the whereabouts of the nonsigning inventor should be included statement of facts. It is important that the statement contain facts as opposed to conclusions." MPEP, § 409.03(d), 8th Edition.

On October 1, 2003, Ms. Ericca Long, formerly of Ladas & Parry, sent the Declaration/Power of Attorney form to Gopal Raghavan, the first named inventor, for his signature. No response was received.

Note should be made that this inventor, Gopal Raghavan, was involved in litigation with the assignee of the present application, HRL Laboratories, LLC, and has been uncooperative in the past when presented with Declarations for other patent applications owned by the assignee.

(use Supplemental Page(s), if necessary)

DETAILS OF REFUSAL OF NONSIGNING INVENTOR TO SIGN APPLICATION PAPERS

NOTE: Complete either these facts or the facts as to DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR or both, in applicable circumstances:

NOTE: MPEP, § 409.03(d), 8th Edition:

"A refusal by an inventor to sign an oath or declaration when the inventor has not been presented with the application papers does not itself suggest that the inventor is refusing to join the application unless it is clear that the inventor understands exactly what he or she is being asked to sign and refuses to accept the application papers. A copy of the application papers should be sent to the last known address of the nonsigning inventor, or, if the nonsigning inventor is represented by counsel, to the address of the nonsigning inventor's attorney. The fact that an application may contain proprietary information does not relieve the 37 CFR 1.47 applicant of the responsibility to present the application papers to the inventor if the inventor is willing to receive the papers in order to sign the oath or declaration. It is noted that the inventor may obtain a complete copy of the application, unless the inventor has assigned his or her interest in the application, and the assignee has requested that the inventor not be permitted access. See MPEP § 106. It is reasonable to require that the inventor be presented with the application papers before a petition under 37 CFR 1.47 is granted since such a procedure ensures that the inventor is apprised of the application to which the oath or declaration is directed. In re Gray, 115 USPQ 80 (Comm'r Pat. 1956).

"Where a refusal of the inventor to sign the application papers is alleged, the circumstances of the presentation of the application papers and of the refusal must be specified in a statement of facts by the person who presented the inventor with the application papers and/or to whom the refusal was made. Statements by a party not present when an oral refusal is made will not be accepted.

"Proof that a bona fide attempt was made to present a copy of the application papers (specification, including claims, drawings, and oath or declaration) to the nonsigning inventor for signature, but the inventor refused to accept delivery of the papers or expressly stated that the application papers should not be sent, may be sufficient. When there is an express oral refusal, that fact along with the time and place of the refusal must be stated in the statement of facts. When there is an express written refusal, a copy of the document evidencing that refusal must be made part of the statement of facts. The document may be redacted to remove material not related to the inventor's reasons for refusal.

"When it is concluded by the 37 CFR 1.47 applicant that a nonsigning inventor's conduct constitutes a refusal, all facts upon which that conclusion is based should be stated in the statement of facts in support of the petition or directly in the petition. If there is documentary evidence to support facts alleged in the petition or in any statement of facts, such evidence should be submitted. Whenever a nonsigning inventor gives a reason for refusing to sign the application oath or declaration, that reason should be stated in the petition."

(use Supplemental Page(s), if necessary)

**PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE
OR PRESERVE THE RIGHTS OF THE PARTIES**

NOTE: *This proof must be presented where the declaration is signed by a person with sufficient proprietary interest for the nonsigning inventor (37 C.F.R. § 1.47(b)), but is not a requirement when the person signing for the nonsigning inventor is a joint inventor. (37 C.F.R. § 1.47(a)).*

If a statutory bar is involved, the act or publication which is believed to constitute the bar should be identified. If a claim for priority is involved, the prior application or applications should be identified.

A diligent effort to prepare the application and obtain the inventor's signature thereon must be made, even if the application is being filed to avoid a bar or to claim priority. M.P.E.P. § 409.03(g), 7th ed.

Irreparable damage may be established by showing that a filing date is necessary to (1) avoid a statutory bar or (2) make a claim for priority, which should identify the prior application(s) involved.

Preservation of the rights of the parties may be demonstrated by a showing that the nonsigning inventor may reasonably be expected to enter into competition with the person having a proprietary interest and signing on behalf of the nonsigning inventor or that a firm plan for commercialization of the subject matter of the application has been adopted.

M.P.E.P. § 409.03(g), 7th ed.

The Applicant notes that the Proof of Need to Prevent Irreparable Damage is that the subject application claims priority to an earlier filed U.S. application, U.S. Provisional Application No. 60/412,283.

*(if this proof is not needed and not being presented,
then draw a line through this page of the form.)*

(use Supplemental Page(s), if necessary)

Date: 2/17/2004

Julius Malone
Signature of person making statement

☐ Plus _____ Added Page(s)

Practitioner's Docket No. B-3996NP 621226-5**PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Gopal RAGHAVAN, et al.

For: "SYMMETRIC PLANAR INDUCTOR"

the specification of which:

(check and complete (a), (b), or (c))

- (a) ☐ is attached hereto.
- (b) ☒ was filed on September 19, 2003, as Application Serial No. 10 / 666,532 and was amended on _____ (if applicable).
- (c) ☐ was described and claimed in International Application No. _____ filed on _____ and as amended on _____ (if any).

**STATEMENT OF FACTS IN SUPPORT OF FILING
ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47)**

NOTE: This statement as to the pertinent facts concerning the refusal of the nonsigning inventor to join in the application or where the omitted inventor cannot be found or reached must accompany the declaration signed on behalf of the omitted inventor by a joint inventor or by a legal representative who shows a proprietary interest. Where the entity with a proprietary interest executes the declaration on behalf of the omitted inventor there must also be a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage. 37 C.F.R. §§ 1.47(a) and (b).

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

(check next item, if applicable)

- ☒ Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

NOTE: The statement "must be signed, where at all possible, by a person having first-hand knowledge of the facts recited therein." M.P.E.P. § 409.03(d), 7th ed. If different persons have first-hand knowledge of different facts, then a declaration from each such person as to those facts he or she knows should be submitted separately.

NOTE: Copies of documentary evidence, such as certified mail return receipt, cover letter of instructions, telegrams, etc., that support a finding that the nonsigning inventor could not be reached should be made part of the affidavit or declaration. It is important that the affidavit or declaration contain statements of fact as opposed to conclusions. M.P.E.P. § 409.03(d), 7th ed.

IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS

Avelyne Malonzo

Name

C/O LADAS & PARRY 5670 Wilshire Blvd., Suite 2100

Address

Los Angeles, California 90036

EFFORTS DURING CONVENTION YEAR TO PREPARE APPLICATION AND OBTAIN INVENTOR'S SIGNATURE

NOTE: *In cases where priority under 35 U.S.C. § 119 is to be claimed, the 37 C.F.R. § 1.47 applicant should explain what efforts, if any, were made during the Convention year to prepare the application and obtain the inventor's signature thereon. The period allowed by the Convention year should "be sufficient for the preparation and deposit of an application . . . in the form required by the rules." . . . Accordingly, 37 C.F.R. § 1.47 may not be used "to save the parties from the consequences of their delay." M.P.E.P. § 409.03(d), 7th ed.*

(use Supplemental Page(s), if necessary)

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"That address should be the last known address at which the inventor customarily receives mail. See MPEP § 605.03. Ordinarily, the last known address will be the last known residence of the nonsigning inventor.

"Inasmuch as a nonsigning inventor is notified that an application pursuant to 37 CFR 1.47 has been filed on his or her behalf, other addresses at which the nonsigning inventor may be reached should also be given."

Full name of nonsigning inventor

Michael G. Case

Last known address of nonsigning inventor

211 Sandberg Street, Thousand Oaks, California 91360

NOTE: Ordinarily, the last known address will be the last known residence of the nonsigning inventor, but other addresses at which the nonsigning inventor may be reached should also be given in the space below. M.P.E.P. § 409.03(e), 6th ed.

DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR

NOTE: Complete either these facts or the facts as to REFUSAL OF NONSIGNING INVENTOR TO SIGN APPLICATION PAPERS or both, in applicable circumstances.

NOTE: "The statement of facts must be signed, where at all possible, by a person having firsthand knowledge of the facts recited therein. Statements based on hearsay will not normally be accepted. Copies of documentary evidence such as internet searches, certified mail return receipts, cover letters of instructions, telegrams, that support a finding that the nonsigning inventor could not be found or reached should be made part of the statement. The steps taken to locate the whereabouts of the nonsigning inventor should be included statement of facts. It is important that the statement contain facts as opposed to conclusions." MPEP, § 409.03(d), 8th Edition.

On October 1, 2003, the Declaration/Power of Attorney was sent directly to the inventor, Michael G. Case. No response was received.

Note should be made that this inventor, Michael G. Case, was involved in litigation with the assignee of the present application, HRL Laboratories, LLC, and has consistently not responded to any requests for his signature on documents in connection with his patent applications that are owned by the assignee of the subject application.

(use Supplemental Page(s), if necessary)

DETAILS OF REFUSAL OF NONSIGNING INVENTOR TO SIGN APPLICATION PAPERS

NOTE: Complete either these facts or the facts as to DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR or both, in applicable circumstances.

NOTE: MPEP, § 409.03(d), 8th Edition:

"A refusal by an inventor to sign an oath or declaration when the inventor has not been presented with the application papers does not itself suggest that the inventor is refusing to join the application unless it is clear that the inventor understands exactly what he or she is being asked to sign and refuses to accept the application papers. A copy of the application papers should be sent to the last known address of the nonsigning inventor, or, if the nonsigning inventor is represented by counsel, to the address of the nonsigning inventor's attorney. The fact that an application may contain proprietary information does not relieve the 37 CFR 1.47 applicant of the responsibility to present the application papers to the inventor if the inventor is willing to receive the papers in order to sign the oath or declaration. It is noted that the inventor may obtain a complete copy of the application, unless the inventor has assigned his or her interest in the application, and the assignee has requested that the inventor not be permitted access. See MPEP § 106. It is reasonable to require that the inventor be presented with the application papers before a petition under 37 CFR 1.47 is granted since such a procedure ensures that the inventor is apprised of the application to which the oath or declaration is directed. In re Gray, 115 USPQ 80 (Comm'r Pat. 1956).

"Where a refusal of the inventor to sign the application papers is alleged, the circumstances of the presentation of the application papers and of the refusal must be specified in a statement of facts by the person who presented the inventor with the application papers and/or to whom the refusal was made. Statements by a party not present when an oral refusal is made will not be accepted.

"Proof that a bona fide attempt was made to present a copy of the application papers (specification, including claims, drawings, and oath or declaration) to the nonsigning inventor for signature, but the inventor refused to accept delivery of the papers or expressly stated that the application papers should not be sent, may be sufficient. When there is an express oral refusal, that fact along with the time and place of the refusal must be stated in the statement of facts. When there is an express written refusal, a copy of the document evidencing that refusal must be made part of the statement of facts. The document may be redacted to remove material not related to the inventor's reasons for refusal.

"When it is concluded by the 37 CFR 1.47 applicant that a nonsigning inventor's conduct constitutes a refusal, all facts upon which that conclusion is based should be stated in the statement of facts in support of the petition or directly in the petition. If there is documentary evidence to support facts alleged in the petition or in any statement of facts, such evidence should be submitted. Whenever a nonsigning inventor gives a reason for refusing to sign the application oath or declaration, that reason should be stated in the petition."

(use Supplemental Page(s), if necessary)

**PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE
OR PRESERVE THE RIGHTS OF THE PARTIES**

NOTE: *This proof must be presented where the declaration is signed by a person with sufficient proprietary interest for the nonsigning inventor (37 C.F.R. § 1.47(b)), but is not a requirement when the person signing for the nonsigning inventor is a joint inventor. (37 C.F.R. § 1.47(a)).*

If a statutory bar is involved, the act or publication which is believed to constitute the bar should be identified. If a claim for priority is involved, the prior application or applications should be identified.

A diligent effort to prepare the application and obtain the inventor's signature thereon must be made, even if the application is being filed to avoid a bar or to claim priority. M.P.E.P. § 409.03(g), 7th ed.

Irreparable damage may be established by showing that a filing date is necessary to (1) avoid a statutory bar or (2) make a claim for priority, which should identify the prior application(s) involved.

Preservation of the rights of the parties may be demonstrated by a showing that the nonsigning inventor may reasonably be expected to enter into competition with the person having a proprietary interest and signing on behalf of the nonsigning inventor or that a firm plan for commercialization of the subject matter of the application has been adopted.

M.P.E.P. § 409.03(g), 7th ed.

The Applicant notes that the Proof of Need to Prevent Irreparable Damage is that the subject application claims priority to an earlier filed U.S. Application, U.S. Provisional Application No. 60/412,283.

*(if this proof is not needed and not being presented,
then draw a line through this page of the form.)*

(use Supplemental Page(s), if necessary)

Date: 02/17/2004


Signature of person making statement

☐ Plus _____ Added Page(s)

Practitioner's Docket No. B-3996NP 621226-5

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Gopal RAGHAVAN, et al.

For: "SYMMETRIC PLANAR INDUCTOR"

(check and complete (a), (b), or (c))

the specification of which:

- (a) ☐ is attached hereto.
- (b) ☒ was filed on September 19, 2003 as Application No. 10/666,532
and was amended on _____ (if applicable).
- (c) ☐ was described and claimed in International Application No. _____
filed on _____ and as amended on _____
(if any).

STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON
SIGNING ON BEHALF OF NONSIGNING INVENTOR

NOTE: MPEP, § 409.03(b), 8th Edition: "Where a corporation is the 37 CFR 1.47(b) applicant, an officer (President, Vice-President, Secretary, Treasurer, or Chief Executive Officer) thereof should normally sign the necessary oath or declaration. A corporation may authorize any person, including an attorney or agent registered to practice before the U.S. Patent and Trademark Office, to sign the application oath or declaration on its behalf. Where an oath or declaration is signed by a registered attorney or agent on behalf of a corporation, either proof of the attorney's or agent's authority in the form of a statement signed by an appropriate corporate officer must be submitted, or the attorney or agent may simply state that he or she is authorized to sign on behalf of the corporation. Where the oath or declaration is being signed on behalf of an assignee, see MPEP § 324. An inventor may not authorize another individual to act as his or her agent to sign the application oath or declaration on his or her behalf. *Staeger v. Commissioner*, 189 USPO 272 (D.D.C. 1976). In re *Striker*, 182 USPO 807 (Comm'r Pat. 1973)."

I, 1.Daniel R. Allemeyer

Name of person making statement

Secretary for

Residing at

HBL Laboratories, LLC3011 Malibu Canyon Rd., Malibu CA 90263

am the person signing the declaration on the above-identified application on behalf of the
nonsigning inventor and make this statement as to the facts establishing my proprietary
interest.

II. As of the date I signed the declaration for this application, the proprietary interest in this invention:

(check one)

☐ belonged to me.

☒ belonged to the following juristic person:

HRL Laboratories, LLC

Name of company or other juristic person

3011 Malibu Canyon Road, Malibu, California 90265-4799

Address of company or other juristic person

and I am authorized to sign the statement on behalf of the juristic person, my title being

(type or print title of person making statement in corporation or juristic person)

Secretary of HRL Laboratories, LLC

NOTE: A person with sufficient proprietary interest may authorize any person, including an attorney or agent registered to practice before the PTO, to sign the application papers on its behalf. Where this happens proof of this authority in the form of a statement signed by an appropriate official of the corporation or juristic person must be submitted. M.P.E.P. § 409.03(b), 7th ed.

NOTE: An inventor may not authorize another individual to act as his agent to sign the declaration papers although he or she can authorize the filing of the application if he or she later makes the declaration. See 37 C.F.R. § 1.41(e).

III. A. I establish the proprietary interest by

(check and complete (d) or (e))

NOTE: MPEP, § 409.03(f), 8th Edition: "If the application has been assigned, a copy of the assignment (in the English language) must be submitted."

- (d) ☐ attaching a copy of the assignment of this invention by the nonsigning inventor.
- (e) ☒ attaching a copy of the agreement whereby the nonsigning inventor agreed to assign this invention.

NOTE: A typical agreement to assign includes the employment agreement whereby the nonsigning inventor agreed to assign all his inventions to his or her employer. If an agreement to assign is dependent on certain specified conditions being met, it must be established in this statement that those conditions have been met. M.P.E.P. § 409.03(f), 8th ed.

OR

- B. ☐ Although there is no assignment or written agreement to assign, a sufficient proprietary interest is demonstrated by the attached legal memorandum establishing that a court of competent jurisdiction would, by the weight of authority in that jurisdiction, award title in the invention to me or the legal entity on whose behalf I have authority to sign.

NOTE: There should be filed a STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE THAT NONSIGNING INVENTOR WAS EMPLOYEE OR OTHERWISE OBLIGATED TO PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHEN INVENTION MADE.

NOTE: If the assignment being submitted is to be recorded, it should be submitted with an ASSIGNMENT (DOCUMENT) COVER SHEET or Form PTO 1595.

IV. ASSIGNEE'S STATEMENT

- ☐ A "STATEMENT UNDER 37 CFR 3.73(b)" (PTO/SB/96) is attached.

(Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor [1-7])

V. PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE OR PRESERVE THE RIGHTS OF THE PARTIES

NOTE: This proof must be presented where the declaration is signed by a person with sufficient proprietary interest for the nonsigning inventor (37 C.F.R. § 1.47(b)).

Irreparable damage may be established by showing that a filing date is necessary to preserve the rights of the party, such as to (1) avoid a statutory bar that should identify the act or publication believed to constitute the bar or (2) make a claim for priority, which should identify the prior application(s) involved. M.P.E.P. § 409.03(g), 8th ed.

Preservation of the rights of the parties may be demonstrated by a showing that the nonsigning inventor may reasonably be expected to enter into competition with the person having a proprietary interest and signing on behalf of the omitted inventor or that a firm plan for commercialization of the subject matter of the application has been adopted. M.P.E.P. § 409.03(g), previous 7th ed.

NOTE: This section may be omitted if it is completed in the Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor.

(use Supplemental Page(s) if necessary)

Date: 2/17/2004


Signature of person making statement

☐ Plus _____ added page(s)

(Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor (1-7)
—page 3 of 3)

EMPLOYEE STATEMENTS & AGREEMENTS**HUGHES****SAFEGUARDING CLASSIFIED INFORMATION**

The Hughes Aircraft Company, hereinafter referred to as "Hughes", is engaged in national defense work and is contractually obligated by a Security Agreement with the United States Government to comply with laws and regulations pertaining to the safeguarding of classified information and material.

Pursuant to the above statement concerning contractual security obligations, and in consideration of my employment by Hughes and as a condition thereof, I understand and agree to the following with respect to security:

- A. That I have a continuing individual responsibility for safeguarding classified information to which I may have access during my employment by Hughes.
- B. That upon disclosing or releasing classified information to another person, I am responsible for determining that the prospective recipient is an authorized person and for advising the recipient of the classification of the information disclosed.
- C. That the unauthorized disclosure of classified information violates Department of Defense regulations and contractual obligations and is punishable under the provisions of Federal Criminal Statutes.

SAFETY

I understand that safety is a prime requisite during my employment by Hughes, and that I am responsible for understanding and observing established safety standards to prevent injury to myself and other persons, or damage to equipment and property. I understand that I may be required to wear or not wear certain standard garments and/or accessories in a particular department as specified in Hughes' policies or safety practices.

PROPRIETARY INFORMATION, COPYRIGHTS, MASK WORKS & INVENTIONS

Hughes Aircraft Company is a major electronics firm engaged both in the United States and abroad in the research, development, manufacturing and support of electronic, missile, spacecraft and automotive systems, components and materials military and commercial programs and ventures. This is the "Business of Hughes."

The success of Hughes depends, among other things, upon maintaining strictly confidential and secret information relating to its trade secrets, accounting, costs, research, development, sales, manufacturing and other information peculiarly within the knowledge of and relating to the Business of Hughes, and to which employees may acquire knowledge or have access to during the course of their employment by Hughes. All such information is hereinafter collectively referred to as "Proprietary Information."

The success of Hughes also depends upon the timely disclosure of inventions made by Hughes employees in the course of their employment and, in appropriate circumstances, the full cooperation of employee-inventors in filing, maintaining and enforcing United States and foreign country patent applications and patents covering such inventions.

In view of the foregoing and in consideration of my employment by Hughes and as a further condition thereof, I agree as follows:

A. PROPRIETARY INFORMATION

I shall use my best efforts to exercise utmost diligence to protect and guard the Proprietary Information of Hughes and its subsidiaries. Neither during my employment by Hughes nor thereafter shall I, directly or indirectly, use for myself or another, or disclose to another, any Proprietary Information (whether acquired, learned, obtained or developed by me alone or in conjunction with others) of Hughes or any subsidiary of Hughes, except as such disclosure or use is required in connection with my employment with Hughes or is consented to in writing by Hughes. Upon request by Hughes at any time, including the event of my termination of employment with Hughes, I shall promptly deliver to Hughes, without retaining any copies, notes or excerpts thereof, all memoranda, journals, notebooks, diaries, notes, records, plats, sketches, plans, specifications or other documents relating directly or indirectly to any Proprietary Information made or compiled by or delivered or made available to or otherwise obtained by me. Each of the foregoing obligations shall also apply with respect to Proprietary Information of customers, contractors and others with whom Hughes or any subsidiary of Hughes has a business relationship, learned or acquired by me during the course of my employment by Hughes. The provisions of this section shall continue in full force and effect after my termination of employment for whatever reason.

B. COPYRIGHTS & MASK WORKS:

All rights in and to any copyrightable material (including, but not limited to, computer programs) or material protectable as a mask work under the Semiconductor Chip Protection Act of 1984 which I may originate pursuant to or in connection with the Business of Hughes, and which are not expressly released by Hughes in writing, shall be deemed as a work for hire and shall be the sole and exclusive property of Hughes, its successors, assigns or other legal representatives.

With the exception of "EXEMPT" inventions as defined herein, any and all inventions, including developments and discoveries, whether or not patentable, which I may conceive or first reduce to practice, either alone or with others during the period of my employment by Hughes (hereinafter referred to as Hughes inventions) shall be the sole and exclusive property of Hughes and shall be promptly disclosed to Hughes in writing.

Inventions which I consider to be EXEMPT but made solely or jointly with others during the term of my employment, shall be disclosed in confidence to Hughes for the purpose of determining such issues as may arise. I shall do all acts required or desirable to provide for full title to certain patents and inventions to be in the United States as required by contracts between Hughes and the United States or any of its agencies.

An EXEMPT invention is one which:

- (a) was developed entirely on my own time without using Hughes' equipment, supplies, facilities, or trade secret information; and
- (b) does not relate at the time of conception or reduction to practice of the invention to Hughes' business, or to its actual or demonstrably anticipated research or development; and
- (c) does not result from any work performed by me for Hughes.

I shall, without further compensation or consideration, but at no cost or expense to me:

- (a) communicate to Hughes, its successors, assigns or other legal representatives (hereinafter referred to as Hughes et al), any facts known by me respecting said Hughes inventions;
- (b) do all lawful acts, including the execution and delivery of all papers and proper oaths and the giving of testimony deemed necessary or desirable by Hughes et al, with regard to said Hughes inventions, for protecting, obtaining, maintaining and enforcing any and all Letters Patents in the United States and throughout the world for said Hughes inventions, and for perfecting, affirming, recording and maintaining the title of Hughes et al; and
- (c) generally cooperate to the fullest extent in all matters pertaining to said Hughes inventions, developments or discoveries, any and all said Letters Patents and title thereto of Hughes et al.

Listed below by descriptive title for purposes of identification only are all of the inventions made by me (conceived and reduced to practice) prior to my employment by Hughes that I consider to be my property and excluded from this Agreement.

- POLYCRYSTALLINE CARBON FOR USE AS A GATE ELECTRODE

- SPLIT GATE ELECTRODES FOR MOS APPLICATIONS

(Continue on separate sheet if additional space is required)

NOTICE UNDER SECTION 2872

This Agreement has been drafted to be in conformance with Section 2870 of Article 3.5 (INVENTIONS MADE BY EMPLOYEE) of the Labor Code of the State of California as amended July 15, 1986 and, as required by Section 2872, notification is hereby given that this Employment Agreement does not apply to an invention which qualifies as an "EXEMPT" invention under the provisions of Section 2870.

CONFLICT OF INTEREST AND BUSINESS ETHICS

I have been given a copy of Company Policy CP-4, "Conflict of Interest and Business Ethics," dated 11-1-93 which I have read and understand. I declare that I do not now have a conflict of interest as defined therein, and that I will bring any actual or potential changes to this status during my employment by Hughes to the attention of Hughes management. I have also been given a copy of the Company publication, Integrity — Standards of Business Ethics and Conduct for Employees of Hughes Aircraft Company, and I agree to read this booklet and to abide by the standards as outlined therein.

I have read, and I understand and agree to comply with, all conditions above without any reservations whatsoever. I likewise acknowledge receipt of a copy of the Company Rules & Regulations which I shall detach from this form and retain for reference.

Witness Signature

Date

Employee Signature

Practitioner's Docket No. B-3996NP 621226-5**PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Gopal RAGHAVAN, et al.
For: "SYMMETRIC PLANAR INDUCTOR"

(check and complete (a), (b), or (c))

the specification of which:

- (a) ☐ is attached hereto.
- (b) ☒ was filed on September 19, 2003 as Application No. 10/666,532
/_____ and was amended on _____ (if applicable).
- (c) ☐ was described and claimed in International Application No. _____
filed on _____ and as amended on _____
_____ (if any).

**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON
SIGNING ON BEHALF OF NONSIGNING INVENTOR**

NOTE: MPEP, § 409.03(b), 8th Edition: "Where a corporation is the 37 CFR 1.47(b) applicant, an officer (President, Vice-President, Secretary, Treasurer, or Chief Executive Officer) thereof should normally sign the necessary oath or declaration. A corporation may authorize any person, including an attorney or agent registered to practice before the U.S. Patent and Trademark Office, to sign the application oath or declaration on its behalf. Where an oath or declaration is signed by a registered attorney or agent on behalf of a corporation, either proof of the attorney's or agent's authority in the form of a statement signed by an appropriate corporate officer must be submitted, or the attorney or agent may simply state that he or she is authorized to sign on behalf of the corporation. Where the oath or declaration is being signed on behalf of an assignee, see MPEP § 324. An inventor may not authorize another individual to act as his or her agent to sign the application oath or declaration on his or her behalf. *Steeger v. Commissioner*, 189 USPQ 272 (D.C. 1974), *in re Surker*, 182 USPQ 607 (Comm'r Pat. 1973)."

I, 1,Daniel R. Allemeier

Name of person making statement

Residing at

HRL Laboratories, LLC
3011 Malibu Canyon Rd., Malibu CA 90265

am the person signing the declaration on the above-identified application on behalf of the
nonsigning inventor and make this statement as to the facts establishing my proprietary
interest.

II. As of the date I signed the declaration for this application, the proprietary interest in this invention:

(check one)

☐ belonged to me.

☒ belonged to the following juristic person:

HRL Laboratories, LLC

Name of company or other juristic person

3011 Malibu Canyon Road, Malibu, California 90265-4799

Address of company or other juristic person

and I am authorized to sign the statement on behalf of the juristic person, my title being

(type or print title of person making statement in corporation or juristic person)

Secretary of HRL Laboratories, LLC

NOTE: A person with sufficient proprietary interest may authorize any person, including an attorney or agent registered to practice before the PTO, to sign the application papers on its behalf. Where this happens proof of this authority in the form of a statement signed by an appropriate official of the corporation or juristic person must be submitted. M.P.E.P. § 409.03(b), 7th ed.

NOTE: An inventor may not authorize another individual to act as his agent to sign the declaration papers although he or she can authorize the filing of the application if he or she later makes the declaration. See 37 C.F.R. § 1.41(f).

III. A. I establish the proprietary interest by

(check and complete (d) or (e))

NOTE: MPEP, § 409.03(f), 8th Edition: "If the application has been assigned, a copy of the assignment (in the English language) must be submitted."

- (d) ☐ attaching a copy of the assignment of this invention by the nonsigning inventor.
- (e) ☒ attaching a copy of the agreement whereby the nonsigning inventor agreed to assign this invention.

NOTE: A typical agreement to assign includes the employment agreement whereby the nonsigning inventor, agreed to assign all his inventions to his or her employer. If an agreement to assign is dependent on certain specified conditions being met, it must be established in this statement that those conditions have been met. M.P.E.P. § 409.03(f), 8th ed.

OR

- B. ☐ Although there is no assignment or written agreement to assign, a sufficient proprietary interest is demonstrated by the attached legal memorandum establishing that a court of competent jurisdiction would, by the weight of authority in that jurisdiction, award title in the invention to me or the legal entity on whose behalf I have authority to sign.

NOTE: There should be filed a STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE THAT NONSIGNING INVENTOR WAS EMPLOYEE OR OTHERWISE OBLIGATED TO PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHEN INVENTION MADE.

NOTE: If the assignment being submitted is to be recorded, it should be submitted with an ASSIGNMENT (DOCUMENT) COVER SHEET or Form PTO 1595.

IV. ASSIGNEE'S STATEMENT

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(Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor (1-7)
—page 2 of 3)

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(use Supplemental Page(s) if necessary)

Date: 2/17/2004



Signature of person making statement

☐ Plus _____ added page(s)

(Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor [1-7]
—page 3 of 3)

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With the exception of "EXEMPT" inventions as defined herein, any and all inventions, including developments and discoveries, whether or not patentable, which I may conceive or first reduce to practice, either alone or with others during the period of my employment by Hughes (hereinafter referred to as Hughes inventions) shall be the sole and exclusive property of Hughes and shall be promptly disclosed to Hughes in writing.

Inventions which I consider to be EXEMPT but made solely or jointly with others during the term of my employment, shall be disclosed in confidence to Hughes for the purpose of determining such issues as may arise. I shall do all acts required or desirable to provide for full title to certain patents and inventions to be in the United States as required by contracts between Hughes and the United States or any of its agencies.

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- (c) does not result from any work performed by me for Hughes.

I shall, without further compensation or consideration, but at no cost or expense to me:

- (a) communicate to Hughes, its successors, assigns or other legal representatives (hereinafter referred to as Hughes et al), any facts known by me respecting said Hughes inventions;
- (b) do all lawful acts, including the execution and delivery of all papers and proper oaths and the giving of testimony deemed necessary or desirable by Hughes et al, with regard to said Hughes inventions, for protecting, obtaining, maintaining and enforcing any and all Letters Patents in the United States and throughout the world for said Hughes inventions, and for perfecting, affirming, recording and maintaining the title of Hughes et al; and
- (c) generally cooperate to the fullest extent in all matters pertaining to said Hughes inventions, developments or discoveries, any and all said Letters Patents and title thereto of Hughes et al.

Listed below by descriptive title for purposes of identification only are all of the inventions made by me (conceived and reduced to practice) prior to my employment by Hughes that I consider to be my property and excluded from this Agreement.

(Continue on separate sheet if additional space is required)

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CONFLICT OF INTEREST AND BUSINESS ETHICS

I have been given a copy of Company Policy CP-¹⁰~~10~~ "Conflict of Interest and Business Ethics," dated 8/7/90 which I have read and understand. I declare that I do not now have a conflict of interest as defined therein, and that I will bring any actual or potential changes to this status during my employment by Hughes to the attention of Hughes management. I have also been given a copy of the Company publication, Integrity — Standards of Business Ethics and Conduct for Employees of Hughes Aircraft Company, and I agree to read this booklet and to abide by the standards as outlined therein.

I have read, and I understand and agree to comply with, all conditions above without any reservations whatsoever. I likewise acknowledge receipt of a copy of the Company Rules & Regulations which I shall detach from this form and retain for reference.

Witness Signature

Date

Employee Signature

This shall serve to confirm that at the time Michael G. Case ✓
executed his employment agreement on July 19, 1993, he was
employed by Hughes Aircraft Company and working at Hughes Research
Laboratories, Inc., a subsidiary of Hughes Aircraft Company. Hughes Research
Laboratories, Inc. was a subsidiary of Hughes Aircraft Company until December
17, 1997. By an Agreement and Plan of Merger dated as of December 17, 1997,
Hughes Research Laboratories, Inc. was merged into HRL, LLC. The referenced
employment agreement was assumed by and assigned to HRL, LLC. On March
28, 1998, HRL, LLC changed its name to HRL Laboratories, LLC, by which it is
currently known.

I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct, and that this declaration was executed by me
on X March 26, 2003 (date) at Malibu, California.

✓ Mel Kyle
Mel Kyle

Representative of HRL Laboratories, LLC